

GAIL FARBER, Director

# COUNTY OF LOS ANGELES

#### DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE:

**WW-1** 

June 16, 2009

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY UPDATE OF THE ANTELOPE VALLEY GROUNDWATER FLOW MODEL AND APPROVAL OF THE JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY (SUPERVISORIAL DISTRICT 5)

(3 VOTES)

#### **SUBJECT**

Authorize the Director of Public Works or her designee to approve the Los Angeles County Waterworks District No. 40, Antelope Valley, to participate with the United States Geological Survey, Antelope Valley-East Kern Water Agency, and Palmdale Water District in updating the Antelope Valley Groundwater Flow Model at a not-to-exceed amount of \$150,000 and to authorize a Joint Funding Agreement.

# IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:

- 1. Approve the Los Angeles County Waterworks District No. 40, Antelope Valley, to participate with the United States Geological Survey in updating the Antelope Valley Groundwater Flow Model at a not-to-exceed cost of \$150,000.
- 2. Authorize the Director of Public Works or her designee to sign a Joint Funding Agreement with the United States Geological Survey for the update.

The Honorable Board of Supervisors June 16, 2009 Page 2

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to obtain the approval to participate with the United States Geological Survey (USGS) in the update of the Antelope Valley Groundwater Flow Model and authorize the Director of Public Works or her designee to sign a Joint Funding Agreement with the USGS for the update. The Model is a complex computer program that will allow staff of the Los Angeles County Waterworks District No. 40, Antelope Valley (District), to manage groundwater basin banking and extraction.

# Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by leveraging the expertise of the USGS scientists and Federal matching funds to update the Model.

### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost for the proposed update to the Model is \$367,000 with funding of \$167,000 by the USGS, \$25,000 by the Antelope Valley-East Kern Water Agency (AVEK), \$25,000 by the Palmdale Water District (PWD), and \$150,000 by the District. Sufficient funds are available for the District's share of the cost in the District's Fiscal Year 2008-09 General Fund N63.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached copy of the Joint Funding Agreement has been reviewed and approved as to form by County Counsel.

On December 21, 2006, the USGS submitted a proposal to the District in the amount of \$696,500 that included \$274,000 in Federal funding to update the Model. The District funded \$222,500 in Fiscal Years 2006-07 and 2007-08 to augment a portion of the Federal funding and complete the initial portions of the update to the Model. The recommended expenditure of \$150,000 with the funds from AVEK, PWD, and USGS will complete the Model update.

AVEK and PWD have chosen to participate financially in this effort because the completed Model will benefit the entire Antelope Valley region, not just the District's service area. The updated Model will be used in the management of water basin banking and water extraction in the Antelope Valley.

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## **ENVIRONMENTAL DOCUMENTATION**

This work is categorically exempt pursuant to Section 15306, Class 6, of the California Environmental Quality Act Guidelines.

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

# **CONCLUSION**

Please return two adopted copies of this letter to the Department of Public Works, Waterworks Division.

Respectfully submitted,

🔼 GAIL FARBÉR

Director of Public Works

GF:AA:Ir

Attachment

c: Chief Executive Office (Lari Sheehan)

County Counsel Executive Office Form 9-1366 (Oct. 2005)

# U.S. Department of the Interior **U.S. Geological Survey** Joint Funding Agreement

Customer #: Agreement #:

CA055

09W4CAD05500

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Project #: TIN #:

**Fixed Cost** Agreement 95-6000927 Yes No

#### **FOR** WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the 1st day of April, 2009, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS, party of the second part.

- 1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the Simulation of Ground-Water and Land Subsidence in the Antelope Valley Ground-Water Basin, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

by the party of the first part during the period \$125,250.00 April 1, 2009 (a) to December 31, 2010 by the party of the second part during the period (b) \$150,000.00 April 1, 2009 to December 31, 2010

#### USGS DUNS is 1761-38857.

- Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- The performance period may be changed by mutual agreement and set forth in an exchange of (d) letters between the parties.
- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

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Form 9-1366 continued

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement Customer #:

CA055

Agreement #:

09W4CAD05500

Project #: TIN #:

95-6000927

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered <u>quarterly</u>. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey United States Department of the Interior

# LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

#### **USGS Point of Contact**

#### **Customer Point of Contact**

Name: Address: Janee D. Hiett

6000 J Street, Placer Hall

Sacramento, California 95819-6129

Sacramento, Camornia

Telephone: 916-278-3001 Email: jdhiett@usgs.gov Name: Address: Gail Farber, Director

900 South Fremont Avenue

Alhambra, California 91803

Telephone:

Email:

#### **Signatures**

#### Signatures

By Name: Title:	Eric G. Reichard Acting Director, USGS Science Center	Date California Water	By Name: Title:	Date
By Name: Title:		Date	By Name: Title:	Date
By Name:		Date	By Name:	Date